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DIGEST OF OTHER RECENT VIRGINIA DECISIONS**Supreme Court of Appeals.**

Note.—In this department we give the syllabus of every case decided by the Virginia Supreme Court of Appeals, except of such cases as are reported in full.

DENNISTON *v.* SAUL et al.

Sept. 15, 1910.

[68 S. E. 1002]

1. Taxation (§ 710*)—Tax Sales—Redemption—Payment or Tender.—Under Code 1904, § 651, providing that, where the purchaser at a tax sale refuses to receive the redemption price, it may be paid within the redemption period to the clerk of the court, a tender of the redemption price by the owner, through his attorney with power to act, to the clerk, made within the redemption period and immediately after the refusal of the purchaser, through his attorney, to receive the same, is sufficient to permit of a redemption.

[Ed. Note.—For other cases, see Taxation, Cent. Dig. §§ 1436, 1437; Dec. Dig. § 710.* 13 Va.-W. Va. Enc. Dig. 164]

2. Taxation (§ 710*)—Tax Sales—Redemption.—Where the purchaser of record at a tax sale and his attorney refused to receive the redemption price tendered within the redemption period by the owner, through his attorney with power to act, and there was no intimation that the purchaser was not the proper person to receive the payment or that a corporation had been created to which the redemption price should be paid, the owner could properly tender the price to the clerk of the court, and, when he did so, the right to redeem could not be defeated on the ground that the corporation to whom the land had been conveyed was ignorant of the owner's perfected right of redemption.

[Ed. Note.—For other cases, see Taxation, Cent. Dig. §§ 1436, 1437; Dec. Dig. § 710.* 13 Va.-W. Va. Enc. Dig. 166.]

Appeal from Circuit Court, Roanoke County.

Suit by A. C. Denniston against J. P. Saul and another. From a decree of dismissal, plaintiff appeals. Reversed and remanded.

VIRGINIA IRON, COAL & COKE CO. *v.* BOND.

Sept. 15, 1910.

[68 S. E. 1005.]

1. Judicial Sales (§ 58*)—Bona Fide Purchasers—Notice.—A purchaser at a judicial sale donated land for school purposes on condition that it should revert to him on its ceasing to be used for that purpose.

*For other cases see same topic and section NUMBER in Dec. Dig. & Am. Dig. Key. No. Series & Rep'r Indexes.

A public school was conducted thereon. The court directed a resale of the land for nonpayment of the price. The purchaser again purchased and transferred his interest to a third person who obtained a deed on payment of the price, and who conveyed the land to a grantee, excepting the interest of the school authorities. The grantee had no notice that the purchaser had any claim to the reversionary interest in the school land, and the proceedings in which the third person became the purchaser failed to disclose any such arrangements, and showed that the whole tract had been directed to be sold. Held, that the grantee was a purchaser of the entire tract without notice of the claim of the purchaser, and the title to the land used for school purposes reverted to the grantee on the school authorities ceasing to use the land for such purpose.

[Ed. Note.—For other cases, see Judicial Sales, Cent. Dig. § 114; Dec. Dig. 58.* 8 Va.-W. Va. Enc. Dig. 823.]

2. Vendor and Purchaser (§ 239*)—Bona Fide Purchaser—Notice.—A complete purchaser for value and without notice, actual or constructive is not affected by any latent equity founded on trust, fraud, mistake, incumbrance, or otherwise.

[Ed. Note.—For other cases, see Vendor and Purchaser, Cent. Dig. §§ 583-600; Dec. Dig. § 239.* 14 Va.-W. Va. Enc. Dig. 1060.]

3. Appeal and Error (§ 879*)—Questions Reviewable.—Where a party denied relief, did not appeal, and was not made a party to the appeal, the correctness of the decision denying relief will not be considered an appeal.

[Ed. Note.—For other cases, see Appeal and Error, Cent. Dig. §§ 3581-3583; Dec. Dig. § 879.* 1 Va.-W. Va. Enc. Dig. 543.]

Appeal from Circuit Court, Wise County.

Suit by W. H. Bond against the Virginia Iron, Coal & Coke Company. From a decree for plaintiff, defendant appeals. Reversed in part, and entered.

MILLER *v.* TURNER, JUDGE.

Sept. 15, 1910.

[68 S. E. 1007.]

1. Costs (§ 143*)—Bond for Payment of Costs—Liability.—A bond binding the obligor to pay all costs decreed against a third person in a suit against the obligor and another as trustees refers to costs which the third person had or would incur in the suit while the attitude of the parties remained unchanged, but it does not bind the obligor to pay costs when the third person became hostile to him.

[Ed. Note.—For other cases, see Costs, Dec. Dig. § 143.* 3 Va.-W. Va. Enc. Dig. 634.]

*For other cases see same topic and section NUMBER in Dec. Dig. & Am. Dig. Key No. Series & Rep'r Indexes.